

GRANT CONTRACT

THIS GRANT CONTRACT is made and entered into by and between the **COUNTY OF LANCASTER, NEBRASKA**, a political subdivision of the State of Nebraska, hereinafter referred to as "**Sponsor**", and **LINCOLN PARKS FOUNDATION**, a nonprofit corporation, hereinafter referred to as "**Grantee**".

WITNESSETH:

WHEREAS, the Grantee's purpose is to operate or support a visitor attraction which is owned by the public or a nonprofit organization; and

WHEREAS, the Grantee has established a project for: expanding and improving an existing visitor attraction; planning or developing such expansion, improvements, exhibits or additions; acquiring or expanding exhibits for existing visitor attractions; or promotion and advertising costs associated with such exhibits; and

WHEREAS, the Sponsor previously pledged \$500,000 from the Lancaster County Visitors Improvement Fund to assist the Grantee with fund raising for the purpose of renovating Centennial Mall (project); and

WHEREAS, the Sponsor also pledged to distribute these funds to the Grantee through a grant conduct, with the condition that the Grantee must first raise at least \$6,000,000 for the project; and

WHEREAS, the Grantee has met its fund raising obligations, and the project will be completed by June 30, 2017.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows by the parties hereto:

1. Purpose: The purpose of this Grant Contract is to provide funding for the Grantee's project known as the Centennial Mall Renovation Project, as described in Attachment "A", attached hereto and hereby incorporated by this reference.

2. Scope of Services: The Grantee agrees to complete the project as described in Attachment "A".

3. Project: Grantee agrees that it shall expend the funds granted hereunder only for the purposes authorized in Paragraph 1 above.

4. Grant: In order to assist the Grantee in financing the cost of the project described in Paragraph 1 above, the Sponsor shall make a Grant in the amount of \$500,000.00 from the County Visitors Improvement Fund.

5. **Term:** The term of this Grant Contract shall be from January 1, 2011 to June 30, 2017. The Sponsor may extend the term of the Grant upon good cause shown by the Grantee. Any extension of the Grant term must be in writing and signed by both parties. Any Grant amount that remains unencumbered by the end of the Grant term, or any reasonable extension thereof, shall be retained by Sponsor and placed in the Lancaster County Visitor Improvement Fund.

6. **Project Budget:** A project budget shall be prepared and maintained by Grantee. Grantee shall carry out the project and shall incur obligations against and make disbursements of funds provided hereunder by the Sponsor only in conformity with the project budget. Said project budget may be revised from time to time, but no budget or revision thereof shall be effective unless and until the same is approved by the Sponsor.

7. **Payment of Grant:** Upon completion of the project, Grantee shall submit a claim or claims to the Sponsor and (a) a detailed listing of all expenditures and a professional external audit of Grantee that covers the period of the expenditures; or (b) a detailed listing of all expenditures and copies of all receipts, cancelled checks, contracts and/or other documents that substantiate those expenditures. Payment of each claim will only be made upon completion of the project and only after Grantee assures the Sponsor in writing that the Grantee's project has been completed in accordance with the Grant Contract, and completed in a timely manner.

8. **Audit and Inspection:** Grantee shall permit and shall require its agents and employees to permit the Sponsor or its authorized representative to inspect all work, materials, payroll, records of personnel, invoices of materials, and other relevant data and records; and to audit the books, records, and accounts of Grantee pertaining to the grant and project provided herein.

9. **Not Discriminate:** In its performance of this Grant Contract, the Grantee shall not discriminate on the basis of race, creed, sex, national origin, religion, age, marital status, or disability, with respect to either provision of services or in its employment practices.

10. **Sponsor Not Obligated to Third Parties:** Sponsor shall not be obligated or liable hereunder to any party other than the Grantee.

11. **Prohibited Interests:** Neither Grantee nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with the project provided herein, or any property included or planned to be included in the project in which any officer, agent, or employee of Grantee during his tenure or for one year thereafter has any financial interest, direct or indirect.

12. **Nonperformance:** In the event the Grantee fails to complete the project outlined in Attachment "A" or fails to meet any of the requirements outlined in this contract, during the term of this Grant Contract, then and upon the happening of such event, Sponsor shall give written notice to Grantee of such failure to complete, and Grantee shall not receive payment of Grant Funds.

13. Severability: If any portion of this Grant Contract is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of the applicable law.

14. Independent Contractor: It is the express intent of the parties that this Agreement shall not create an employer-employee relationship, and the Grantee, or any other employee or other person acting on behalf of Grantee in the performance of this Agreement, shall be deemed to be independent Contractor(s) during the entire term of this Agreement or any renewals thereof. Grantee shall not receive any additional compensation in the form of wages or benefits from the Sponsor which are not specifically set forth in this Agreement. Grantee shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security and income tax law, with respect to Grantee or any such employees of Grantee as may be engaged in the performance of this Agreement. It is the express intent of the parties that this agreement shall not create an agency relationship between the parties. Neither the Sponsor nor its employees shall be deemed agents of the Grantee, and neither the Grantee nor its employees shall be deemed to be agents of the Sponsor.

15. Hold Harmless: The Grantee shall indemnify and hold harmless the Sponsor, its agents, employees and representatives from all claims, demands, suits, actions, payments, liability, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the performance of this Agreement that results in bodily injury, civil rights liability, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused in whole or in part by the Grantee, its employees, agents or representatives, either directly or indirectly employed by them. This section will not require the Grantee to indemnify or hold harmless the Sponsor for any losses, claims, damages and expenses arising out of or resulting from the negligent or intentional acts of the Sponsor, its agents, or employees.

16 Insurance Requirements: The Grantee shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the County, which shall not withhold approval unreasonably. The coverages and minimum levels required by this contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the County, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the County prior to execution of the Agreement. Deductible levels shall be provided in writing from the Grantee's insurer and will be no more than \$10,000.00 per occurrence.

The Grantee shall carry insurance in the following kinds and minimum limits:

(a) Workers' Compensation Insurance: The Grantee shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. The Grantee shall provide the County with an endorsement for waiver of subrogation.

The grantee shall also be responsible for ensuring that all subgrantees have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

(b) General Liability Insurance: The Grantee shall provide proof of Commercial General Liability Insurance with the coverages and at the minimum limits set forth herein. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury and shall be no less than \$1,000,000 Each Occurrence and \$2,000,000 Aggregate. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the grantee shall provide an additional insured endorsement acceptable to the County. The description of operations must state "Blanket coverage for all projects and operations of Grantee" or similar language that meets the approval of the County, which approval shall not be unreasonably withheld.

(i) Additional Insured: An Additional Insured endorsement shall be provided to County naming County as additional insured using ISO additional insured endorsement (CG20 10), edition date 11/85, or an equivalent (e.g. CG 2010, edition date 10/93, plus CG 20 37, edition date 10101), under the commercial general liability policy and automobile liability policy. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the County being secondary or excess.**

(c) Automotive Liability:

The Grantee shall provide proof of Automobile coverage, which shall include: Comprehensive Form, Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

The Grantee shall not commence work under this Agreement until it has obtained all insurance required under this section. The Grantee shall provide certificates of insurance and endorsements evidencing compliance with these requirements. Upon request, the Grantee shall furnish a full and complete copy of any policy of insurance (other than workers' compensation), required by this Contract, to the County within a reasonable time, not to exceed thirty days. The certificates of insurance shall provide for at least thirty (30) days' firm written notice in the event of cancellation. Intent to notify is not acceptable. During the term of the Agreement and during the period of any required continuing coverages, the Grantee shall provide, prior to expiration of the policies, certificates and endorsements evidencing renewal insurance coverages. The parties agree that the failure of County to object to the form of a certificate and/or additional insured endorsement provided shall not constitute a waiver of this requirement.

All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska

and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

17. Employee Verification: In accordance with Neb. Rev. Stat. §4-108 through §4-114, Contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. Grantee shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. Grantee shall require any subcontractor to comply with the provisions of this section.

EXECUTED by Grantee this 21 day of March, 2017.

LINCOLN PARKS FOUNDATION, A Nonprofit Corporation, Grantee.

See Debra Weiser

Witness

BY: Christie Konigsberg

Title: Executive Director

EXECUTED by Sponsor this _____ day of _____, 2017.

APPROVED AS TO FORM THIS
____ day of _____, 2017.

LANCASTER COUNTY, NEBRASKA
A Political Subdivision, Sponsor

BY: _____
for Joe Kelly
Lancaster County Attorney

BY: _____
Todd Wiltgen, Chair
Lancaster County Board of Commissioners

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
County of Lancaster, Nebraska	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

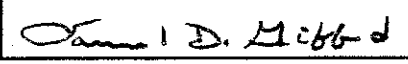
PRODUCER INSPRO Insurance P.O. Box 6847 Lincoln, NE 68506 402 483-4500	CONTACT NAME: Becky Kempston
	PHONE (A/C, No, Ext): 402-483-4500 FAX (A/C, No): 402-483-7977 E-MAIL ADDRESS: rkempston@insproins.com
INSURED Lincoln Parks & Recreation Foundation 2740 A Street Lincoln, NE 68502	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Philadelphia Insurance Co. 18058
	INSURER B: First Comp 27626
	INSURER C: Monitor Liability Managers, Inc
	INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	PHPK1513436	06/21/2016	06/21/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/POP AGG \$2,000,000 OTHER: \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X	PHPK1513436	06/21/2016	06/21/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000		PHUB545691	06/21/2016	06/21/2017	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 OTHER: \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y N/A	X	AWC000196001	04/16/2016	04/16/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000
C	Management L		1504255	08/13/2016	08/13/2017	
A	Commercial P		PHPK1513436	06/21/2016	06/21/2017	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 County of Lancaster, Nebraska is listed as additional insured on general liability and auto liability coverage. Blanket coverage for all projects and operations of Grantee. Waiver of subrogation applies to workers compensation.

CERTIFICATE HOLDER County of Lancaster, Nebraska	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

County of Lancaster, Nebraska

Note:

1. Use this endorsement to waive the company's right of subrogation against named third parties who may be responsible for an injury.
2. The sentence in () is optional with the company. It limits the endorsement to apply only to specific jobs of the insured, and only to the extent that the insured is required to obtain this waiver.
3. The following entry must be added to the endorsement when used in Hawaii: "The premium charge for the endorsement is \$_____."
4. The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights is against public policy and void where one party to the contract is an employer in the construction group of code classifications.
5. In most states, including Florida, any associated premium charge must be filed and approved prior to use.
6. No charge or fee is applicable for using this endorsement in the state of Tennessee. Refer to Tennessee State Statute Special Rule 3-A-22 of the Basic Manual.
7. For New York, the company shall as applicable indicate a premium charge of 2% to 10% of the manual premium subject to a minimum charge of \$250 per policy for blanket coverage.
8. For New York, the company shall as applicable indicate a premium charge of 5% to 10% of the manual premium for each person or organization named above subject to a minimum charge of \$250 per policy for specific coverage.
9. In Oregon, the sentence in () must be excluded from the endorsement where the endorsement is applied in association with a construction agreement as defined by Oregon statute.
10. For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act (K.S.A. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act (K.S.A. 16-1901 through 16-1908 and any amendments thereto): According to the Acts, a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation

insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. **AWC0001960-01** Endorsement No.
Insured **Lincoln Parks & Recreation** Premium
Foundation
Insurance Company Countersigned by _____
First Comp

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Attachment A

Centennial Mall Project

Originally built to commemorate the state's 100th anniversary, Centennial Mall extends north from the State Capitol seven blocks on what would be 15th Street. This public mall serves as a scenic connection between two of Nebraska's most important institutions: State Capitol and the University of Nebraska.

Over the years, Centennial Mall has functioned as a gathering space and rallying point for many different events. For example, the mall became a gathering and vigil space as citizens reflected and grieved together following the attacks of September 11, 2001.

Every year 35,000 of the state's fourth graders visit the Capitol and stroll down the Mall as part of their field trip focusing on Nebraska history.

Over the years, the Mall had fallen into disrepair due to heavy use and age. Steps were cracking, trees were dying and several of the fountains that had failed were filled with sod. The Mall also did not conform to ADA standards.

In 2009, the City of Lincoln committed \$3 million to the improvements to the Mall. A state wide campaign committee was formed and fundraising efforts began. In 2010, the Capitol Environs Commission approved an \$8.1 million master plan for the Mall which included a \$1.5 million endowment.

The guiding concepts for the Mall included interpretation of the symbolism in the architectural detailing of the State Capitol, celebration of the natural and cultural heritage of the state from border to border, and incorporation of sustainable environmental systems that would educate and benefit the people, environment and economy of Nebraska.

During the spring of 2013, the Revitalizing Nebraska's Centennial Mall capital campaign realized its renovation goal of \$9.6 million. Major donors included the City of Lincoln (\$3 million), Glenn Korff (\$2 million), State of Nebraska (\$800,000), Lancaster County (\$500,000) and the Lincoln Community Foundation (\$500,000). A total of 132 generous donors contributed to this campaign.

The project included renovation of all seven blocks. Each block has an overall theme. The closest block to the Capitol, K to L Streets is We the People. It features the Capitol Fountain featuring the Great Seal of the State of Nebraska. There is a plaza gathering area, a flexible greenspace, and agriculture recognition.

The L to M Street block is Our Home Nebraska. This block features Native American Recognition and the State of Nebraska map with eco-regions, rivers, the Union Pacific transcontinental railroad route, Chief Standing Bear's Trail of Tears, and the county seats. There is also a fountain along the Missouri River on the map.

The M to P Street blocks are the Community Mosaic. These blocks, as do all of the blocks, have the Spirit of Nebraska Pathway. This is a series of granite and bronze tiles placed along the twin walkways that frame all seven blocks of the Mall. The pathway program recognizes Nebraskans, organizations,

businesses and events. All members of the Nebraska Hall of Fame are recognized on the Pathway. The bronze tiles have QR codes so stories of the individuals, families, leaders and organizations come to life through the use of this technology via a website.

The P to Q Street block is Sparking the Good Life. This block has the Imagination to Innovation Fountain and Plaza and the Art Alcove, which will be home to a Chief Standing Bear sculpture by artist Ben Victor. There is Native American recognition and a seating area.

The Q to R Street block is Sparking the Good Life. This block has flexible greenspace, the sculptures Tem and Ptah by artist Jene Highstein, and Reflection Plaza, which shares the history of the Mall.

The entire mall has benches, native plantings, all new trees, pedestrian lighting and accessible pathways. The project is expected to be completed in the summer of 2017.